

Union Pacific Corporation

2-055A102

RECORDATION NO.

8680-

FILED 145



FEB 24 1992 -3<sup>30</sup> PM

Jack E. Jerrett

Senior Counsel

INTERSTATE COMMERCE COMMISSION

February 20, 1992

FEDERAL EXPRESS

Mr. Sidney L. Strickland  
Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue, N.W.  
Washington, DC 20423

Re: Missouri Pacific Equipment Trust Series YY

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of February 13, 1992, by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 8680.

I have enclosed a fee of \$16. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:ccm  
Enclosures

cc: Robert E. Bartos

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INTERSTATE COMMERCE COMMISSION

BILL OF SALE  
AND  
DECLARATION OF PAYMENT

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of February 1, 1977, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on January 27, 1977 and assigned Recordation No. 8680; an Agreement, dated as of June 19, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 27, 1978 and assigned Recordation No. 8680-A; an Agreement, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 18, 1979 and assigned Recordation No. 8680-B; an Agreement, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 26, 1980 and assigned Recordation No. 8680-C; an Agreement, dated as of March 2, 1981, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 19, 1981 and assigned Recordation No. 8680-D; an Agreement, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 23, 1982 and assigned Recordation No. 8680-E; and an Agreement, dated as of March 14, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 21, 1989 and assigned Recordation No. 8680-F (the Equipment Trust

Agreement, as amended, being hereinafter referred to as the "Agreement"), covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$15,000,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series YY; and

WHEREAS, on February 3, 1992 the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the

Agreement or that the Equipment has not become worn out, lost, destroyed or unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 13TH day of FEBRUARY, 1992.

CHEMICAL BANK,  
As Trustee

By: *R. Lorenzen*  
R. LORENZEN

Attest:

*R. Bishop*  
R. BISHOP Assistant Trust Officer

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On this 13TH day of February, 1992, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a Senior Trust Officer of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

*Emily Fay*  
Notary Public

EMILY FAYAN  
Notary Public, State of New York  
No. 24-4737006  
Qualified in Kings County  
Certificate Filed in New York County  
Office Expires December 31, 1993

Schedule A

MISSOURI PACIFIC RAILROAD COMPANY  
EQUIPMENT TRUST AGREEMENT DATED FEBRUARY 1, 1977  
DESCRIPTION OF EQUIPMENT AS OF DECEMBER 31, 1991  
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70 TON BOX CARS  
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MP782135  
MP782137--MP782148, INCLUSIVE  
MP782151--MP782177, INCLUSIVE  
MP782179--MP782180, INCLUSIVE  
MP782182--MP782188, INCLUSIVE  
MP782190--MP782196, INCLUSIVE  
MP782198--MP782201, INCLUSIVE  
MP782203--MP782214, INCLUSIVE  
MP782216--MP782220, INCLUSIVE  
MP782223--MP782227, INCLUSIVE  
MP782229--MP782248, INCLUSIVE  
MP782250--MP782269, INCLUSIVE  
MP782271--MP782273, INCLUSIVE  
MP782275--MP782280, INCLUSIVE  
MP782282--MP782283, INCLUSIVE  
MP782285--MP782286, INCLUSIVE  
MP782288--MP782303, INCLUSIVE  
MP782305--MP782310, INCLUSIVE  
MP782312--MP782332, INCLUSIVE  
MP782334--MP782335, INCLUSIVE  
MP782337--MP782342, INCLUSIVE  
MP782344--MP782349, INCLUSIVE

100 TON COVERED HOPPER CARS  
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MP722300--MP722305, INCLUSIVE  
MP722307--MP722308, INCLUSIVE  
MP722310--MP722312, INCLUSIVE  
MP722314--MP722317, INCLUSIVE  
MP722320--MP722323, INCLUSIVE  
MP722326--MP722332, INCLUSIVE  
MP722334--MP722341, INCLUSIVE  
MP722343--MP722354, INCLUSIVE  
MP722356--MP722365, INCLUSIVE  
MP722367--MP722374, INCLUSIVE  
MP722376  
MP722378  
MP722380--MP722387, INCLUSIVE  
MP722389--MP722391, INCLUSIVE  
MP722393--MP722395, INCLUSIVE  
MP722397--MP722399, INCLUSIVE  
MP722401--MP722403, INCLUSIVE  
MP722406  
MP722408--MP722414, INCLUSIVE

MP722416--MP722482, INCLUSIVE  
MP722484  
MP722486--MP722492, INCLUSIVE  
MP722494--MP722498, INCLUSIVE

100 TON AIRSLIDE HOPPER CARS  
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MP721152--MP721164, INCLUSIVE  
MP721166--MP721171, INCLUSIVE  
MP721173--MP721189, INCLUSIVE  
MP721191  
MP721193--MP721201, INCLUSIVE

BAY WINDOW CABOOSES  
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MP013716  
MP013732  
MP013736--MP013737, INCLUSIVE  
MP013745--MP013746, INCLUSIVE  
MP013752  
MP013755--MP013756, INCLUSIVE  
MP013758--MP013760, INCLUSIVE

100 TON COVERED HOPPER CARS  
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MP723383--MP723384, INCLUSIVE

100 TON COVERED HOPPER CAR  
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MP582478

BAY WINDOW CABOOSE  
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MP013894

100 TON COVERED HOPPER CARS  
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MP705994--MP705995, INCLUSIVE

100 TON AIRSLIDE HOPPER CAR  
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MP721989